

BREED REPLY LTD TERMS OF USE

Breed Reply Limited, a Reply Group company, and its associated companies (“**Breed Reply/we/us**”) welcomes you to our website www.breedreply.com or www.reply.com/breed-reply/en (“**Website**”). The Website is operated by Breed Reply Limited (“**Breed Reply**”), a company registered in England and Wales under registration number 9074975, with its registered office at 38 Grosvenor Gardens, London SW1 OEB and these terms of use apply this Website only (for terms of use and other policies relating to Reply’s or its other group companies’ websites, please visit www.reply.eu). We provide start up companies in the Internet-of-Things sector with funding and services to support business growth (together, the “**Services**”). We welcome prospective companies and their founders to submit an online application through the Website for our consideration for applicable start up companies to receive the Services (an “**Application**”). As part of an Application you will be required to provide through the Website certain information, data, materials, media or other items about your business and your founders (“**Content**”) in order for us to evaluate your eligibility for the Services.

These terms of use, together with our [Privacy Policy](#), [Cookies Policy](#) and any other specific terms, guidelines and instructions we give you in the Application constitute the agreement between Breed Reply and you (the “**Agreement**”). This Agreement governs your use of the Website and the Application.

By accessing the Website including viewing any text, graphics or other content, providing Content to us and submitting an Application, you are deemed to have accepted this Agreement, and to have read and understood it and agreed to be bound by all of its terms and conditions.

1. Your Use of the Website and Provision of Content

- 1.1 When using the Website and providing us any Content in the Application you agree to
 - 1.1.1 do so in a responsible and professional manner and in accordance with this Agreement;
 - 1.1.2 do so only as instructed by us in the Application, for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the Website;
 - 1.1.3 comply with all applicable laws and regulatory requirements related to the use of the Website, provision of any Content and submission of the Application;
 - 1.1.4 download and/or print content from the Website solely for your own personal use or in the course of your business or for completing an Application and not for any other reason without our express written consent; and
 - 1.1.5 provide accurate, up to date and complete Content in any Application; and notify us of and/or correct any errors or omissions promptly.
- 1.2 You also agree not to:
 - 1.2.1 duplicate, license, publish, broadcast, transmit, distribute or otherwise transfer or commercially exploit the Website and/or information provided on and through it (excluding your Content) except as permitted herein;
 - 1.2.2 use information, content or any data you view on and/or obtain from the Website to provide any service that is competitive, in Breed Reply’s sole discretion, with Breed Reply;
 - 1.2.3 imply or state, directly or indirectly, that you are affiliated with or endorsed by Breed Reply unless you have entered into a written agreement to that effect with us;
 - 1.2.4 use the Website or the Application or any information accessible on or obtained from it for the purpose of canvassing or soliciting any person or enticing any person or company away from Breed Reply; and
 - 1.2.5 infringe or use Breed Reply’s brand, logos and/or trademarks, including, without limitation, using the word “Breed Reply” in any business name, email, or URL or including Breed Reply’s trademarks and logos on any website without authorisation.
- 1.3 In relation to any Content you provide, upload, transmit or otherwise make available to us via the

Website in the Application or otherwise you agree that it will not:

- 1.3.1 be false or misleading or falsely state, impersonate or otherwise misrepresent you, your founders' or your company's identity;
- 1.3.2 be unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
- 1.3.3 include information that you do not have the right to disclose or make available by law or under any contractual relationships (such as under non-disclosure agreements);
- 1.3.4 infringe upon patents, trademarks, trade secrets, copyrights or other proprietary rights of Breed Reply or any third party;
- 1.3.5 include any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "pyramid schemes," or any other form of solicitation; and/or
- 1.3.6 contain software viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of the Website.

1.4 You warrant and represent to Breed Reply

- 1.4.1 that all Content and information provided to us in the Application is and will be true, complete and accurate in all respects; and that you will update us if any of the Content changes;
- 1.4.2 that all Content complies with applicable law and is not in violation of any contractual restrictions or other third party rights;
- 1.4.3 you are not under the age of 18; and you have full power and authority to enter into this Agreement and have all necessary rights, licences, permissions and consents to provide the Content to us and make the Application;
- 1.4.4 you have taken all reasonable precautions to ensure that any Content you upload or otherwise submit to us is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Website and our software and hardware.

2. The Website and the Application for Services

- 2.1 Breed Reply may at any time change, replace, update, improve, suspend or discontinue the Website, partially or entirely, at our discretion. All changes will be effective when we post them on the Website.
- 2.2 We reserve the right to change replace, update, improve, suspend, discontinue or refuse access to the Application and to withhold, remove and or discard any Content you submit in the Application that we deem to be inappropriate or in violation of this Agreement.
- 2.3 The Website is not directed to persons or companies in any country where for any reason the publication or availability of the Website is prohibited and we do not represent that either the Website or its content are appropriate for use or are permitted by the laws of all countries.
- 2.4 The content and material we make available on the Website is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other financial or investment services or products nor do they in any way constitute investment, professional or trading advice. You are responsible to take your own professional advice related to your business and any investments in it. Breed Reply, its associate companies, agents, directors or representatives are not Authorised Persons (as set out in Section 31 of the Financial Services and Market Act 2000) and they do not provide advice or promotion of any financial nature.
- 2.5 We accept no responsibility or liability for your use of any content on the Website and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses or other malicious programs on the Website, we accept no liability for them if they do exist. It is your responsibility to use, update and maintain appropriate antivirus software on your computer.
- 2.6 Content and any other information transmitted or uploaded via the Website will pass over public telecommunications networks. We accept no liability if Content or other

communications sent via the Website are intercepted by third parties or incorrectly delivered or not delivered.

- 2.7 The Website may contain links to third party websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to the Website, or any use of the Content or any personal data by such third party. Use of any third party websites and/or content is at your own risk and this Agreement is not applicable to any such use.
- 2.8 You acknowledge, consent and agree that we may use, access, retain and disclose the Content you provide to us in the Application if required to do so by law or in a good faith belief that such use, access, retention or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third parties; (d) respond to your requests for assistance or complaints; or (e) protect the rights, property, or personal safety of Breed Reply and its other users.
- 2.9 As part of the Application we will need to authenticate the identity of your business and its founders. We may do this by using credit reference agencies or requiring you to send us copies of the relevant passports or other identification documents and any such other information we may require. If you do not provide all appropriate identification documents, your Application will be rejected.
- 2.10 Breed Reply uses its own internal guidelines and policies when assessing Applications and we have complete discretion as to whether we will or will not progress your Application and/or provide your company the Services. You acknowledge and agree that we may disclose your Content and Application to our associated companies, to other potential investors and our professional advisers.
- 2.11 We will not have been put on notice of any of your Content by virtue of having the rights set out in this Agreement, the Application or for any other reason.
- 2.12 We will retain any Content you provide to us for a reasonable period of time to allow us to assess your Application. Once Content and your Application is submitted to us it will not be returned to you, except upon written request to us.

3. Data Protection

Please carefully read our Privacy Policy and Cookies Policy before using this Website and/or submitting any Content in the Application. We update our Privacy Policy regularly so please check it each time you access the Website and/or before submitting an Application and/or any Content. We are concerned about the privacy of your personal data and will comply with our obligations as set out in our policies to protect any personal data you submit to us in an Application. By submitting an Application you acknowledge and agree that Breed Reply, our associated companies and our authorised representatives and other carefully selected third parties, such as potential investors, may use the details you provide for the purposes of administering the Application.

4. Intellectual Property

- 4.1 Subject to clause 4.2 below, as between you and us, we own all present and future copyright, registered and unregistered trade marks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website and the Services.
- 4.2 You shall retain ownership of all copyright in Content you upload or submit to us in the Application. On submission of your Application, you grant to Breed Reply a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, amend and disclose to third parties your Content and the Application in accordance with this Agreement and without any further consent, notice and/or compensation to you or to any third parties.

5. No Warranties

- 5.1 We provide all information on the Website and in the Application on an “as is” basis. We do not provide any express warranties or representations.
- 5.2 To the fullest extent permitted under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties of merchantability, satisfactory quality, fitness for particular purpose, title and non-infringement.
- 5.3 Breed Reply does not guarantee that the Website will function without interruption, delay or errors in functioning or that the content will be virus free and disclaims all liability for any such interruption, delay or errors in functioning.

6. Limitation of Liability

- 6.1 Subject to clause 6.3, our total liability to you in connection with this Agreement, your use of the Website and in connection with the Application shall not exceed £1,000.
- 6.2 Subject to clause 6.3, we shall have no liability to you for any special, indirect or consequential losses or damages of any kind in connection with this Agreement, your use of the Website and/or in connection with your Application or for loss of use, profit, revenue, Content or data, whether or not such losses or damages are foreseeable; and whether the same arise in contract, tort (including negligence) or otherwise.
- 6.3 Nothing in these terms and conditions shall limit our liability for personal injury or death, fraud or for any other liability that cannot be limited or excluded by applicable law.
- 6.4 You agree that, in entering into this Agreement, using the Website and/or providing any Content in connection with your Application you did not rely on any representations (whether written or oral) of any kind and that we have no liability otherwise than in accordance with the express terms of this Agreement.

7. Indemnity

You agree to indemnify Breed Reply, our associated companies and our authorised representatives and hold us harmless from any damages, losses and costs (including without limitation, reasonable solicitors' fees) related to third party claims, charges or investigations, caused by: (i) your failure to comply with this Agreement; and (ii) any Content you submit through the Website and/or to Breed Reply in connection with the Application.

8. General Terms

- 8.1 **Severability. If any provision of the Agreement is found to be invalid or unenforceable, it will be interpreted to give maximum effect to its intended purpose and it will not affect the validity or enforceability of any other provision of the Agreement.**
- 8.2 Notices. We may notify you by posting notices on the Website, by email or by any other means of contact information you provide to us. You may also notify us by email at info@breedreply.com.
- 8.3 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between you and Breed Reply regarding the Website and your Application and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.
- 8.4 Amendments. We reserve the right to update or amend the Website, the Application and the terms of this Agreement to comply with law or to meet our changing business requirements. We may not always be able to give you advanced notice of such updates or amendments but we will always post them on the Website and they will take effect on the date we post them. By continuing to use the Website or submitting an Application or any Content, you agree to be bound by the terms of these updates and amendments. This Agreement last updated on October 12, 2014.
- 8.5 Rights of Third Parties. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.
- 8.6 Governing law and Jurisdiction. This Agreement and any disputes or claim arising out of or in

connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties consent to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises hereunder.

9. Contact Us

If you would like to contact us for any reason about this Agreement, an Application for Services or the use or any suspected misuse of the Website or to make a complaint, please email us at info@breedreply.com. We will endeavour to respond to you at the earliest possible opportunity.